The Solicitors' Journal

VOL. LXXX. **Saturday, February 15, 1936.** No. 7

Current Topics.

The New Silks.

THAT hope springs eternal in the professional breast is once again illustrated by the large number of members of the junior Bar whose claims to move into the front row as King's Counsel have just been acknowledged by the Lord Chancellor, with whom lies the right to grant or withhold the silk gown. In most instances the movement from the outer to the inner Bar is one of great moment; sometimes it leads on to fame and fortune; in others it proves the termination of effective work. Judging, however, by the past record of those who have now become entitled to wear silk, there should be little doubt of their success in their new status. They are representative of all the branches of the court. The senior in the list, Mr. NOEL MIDDLETON, has practised for many years in the Divorce Court; Mr. SWAN has specialised in patent law; Mr. BRAY, Mr. ST. JOHN FIELD, Mr. BERESFORD, Mr. BLANCO WHITE, Mr. CARTHEW, Mr. MURPHY, Mr. EDDY and Mr. HALLETT have long been prominent in the common law courts; Mr. WYNN PARRY is on the Chancery side; Mr. GLOVER has been a Liverpool local; Mr. HAYWARD and Mr. PILCHER represent the Admiralty Bar; Mr. TREVOR MORGAN is on the South Wales Circuit; and Mr. CYRIL ASQUITH, who is a son of the late LORD OXFORD AND ASQUITH and thus follows in the paternal professional steps, is a member of the Western Circuit.

Royal Commission on King's Bench Business.

IN our last issue we outlined in this column the recommendations of the Royal Commission on the Dispatch of Business at Common Law. We now propose to deal briefly but in greater detail with two of the Commission's suggestions which appear to us to be somewhat less happy than many of the others. We refer to the proposed appointment of a manager of the lists and the imposition of a retiring age for judges of the King's Bench Division. With regard to the former point, the Commission advocates that the business of the King's Bench Division should be in the hands of a whole-time administrative expert, appointed by the Lord Chancellor, after consultation with the Lord Chief Justice. Such manager should, it is suggested, be responsible to the Lord Chief Justice for the organisation of the business and making up of the lists, and for ensuring the even and continuous flow of the work. He should be the centre of such an organised system of information from all concerned in the conduct of litigation, both in London and on circuit, as would enable him to forecast the future course of business. He should constantly review the organisation of the courts, and tender advice upon it from time to time, as might be necessary, to the Lord Chancellor and the Lord Chief Justice, and report annually to them on the working of the organisation and the administrative requirements. The duties of this functionary are illustrated in greater detail in the following terms. "He will prepare and publish," the report states, "the sessional, weekly and daily lists. For this purpose he must be in the closest touch with a number of sources of information. From the Lord Chief Justice will come directions as to the allocation of work to different judges. The Master of the Crown Office must be consulted as to the requirements of the Court of Criminal Appeal and the Crown Paper. The manager of the lists must have access to the Revenue judge and keep himself constantly acquainted with the special arrangements which apply to the Revenue List. He must obtain all information with regard to the Railway and Canal Commission and the calendars of the Central Criminal Court. It is desirable that he should be consulted with regard to the demands for assistance from the King's Bench Division which have to be made from time to time to deal with county court appeals. Moreover, he must keep himself constantly familiar with the present and expected state of the work on circuit." The above, which is but a brief indication of the duties of the proposed manager, will give some indication of the difficulties of the office, while the strategical position of one who is thus to set the judges their tasks appears to be far from easy. It will be remembered that the Lord Chief Justice, in the course of evidence given before the Commission last May, returned a decided negative in answer to a question of the advisability of the appointment of such an official. With this view we respectfully concur.

Retiring Age for Judges.

THE other matter upon which we do not see eye to eye with the Royal Commission is in the suggestion that future appointments to the Bench of the King's Bench Division should be subject to a fixed retiring age of seventy-two. Whatever view may be taken on this subject, it certainly cannot be said that the Commission has neglected to set out fairly and clearly the arguments against its proposal. The report intimates that great weight is attached "to the objections so ably advanced by the majority of our witnesses against the imposition of any retiring age on the judges of the High Court," and that it is recognised—in the words of the St. Aldwyn Commission—that "knowledge, experience and ripe judgment are more valuable in judicial work than energy or power of initiative." The Commission, moreover, expresses itself as "fully aware that any age limit fixed at a reasonably advanced point must inevitably be unsuccessful in eliminating some whose powers have failed unduly early" and recognises that "any effective age limit" will deprive the State of the

services of some whose powers are still unimpaired by age. But the rather extraordinary view is advanced that men of exceptional ability will in most cases have found their way to one of the superior courts before reaching the retiring age for judges of first instance. The following words of BRANSON, J., spoken in evidence before the Commission, are cited as summing up the objections to a retiring age. "I see no ground," the learned judge said, "for thinking that either the quantity or the quality of the work of a judge normally falls off with age. Infirmity is a different matter, but infirmity often does not wait for age. It is not often that a judge clings to his office after age has reduced his efficiency." Viewed in the light of past experience, the recommendation would appear to secure a nominal advantage at the price of a certain loss, while, as to the future, its adoption can hardly be regarded as likely to have anything but an unfavourable effect upon such members of the Bar as may be invited to accept judgeships.

The Law Society and Poor Persons Procedure.

IN the course of its annual report on Poor Persons Procedure, which has just been issued, The Law Society makes a special appeal to London solicitors whose names are not already on the rota. It is pointed out that the London committees have met in turn every week during the whole of the past ten years since The Law Society and the Provincial Law Societies have by their committees been controlling and administering High Court Poor Persons Procedure, and on each occasion applications submitted to the committees have been entirely disposed of in spite of the fact that London work has never ceased to increase. It is thought that at the moment there is a possibility that the London committees may have to meet even more frequently and that, if this should happen, it will become difficult to allocate cases promptly for conduct and delays will occur. The reports of the various committees vary a good deal in their estimates of the extent to which the work is valued, though an increasing sense of appreciation is suggested. It appears, however, that to a large extent those for whom the procedure is provided not only have no idea as to the work involved in conducting a High Court action, but that many such persons are labouring under the impression that in some way the work is paid for by the State, and that they are under no personal obligation to their professional advisers and helpers. The report suggests that, having regard to this fact, solicitors would be encouraged in what is often an uncongenial and thankless task if judges were more frequently to express their appreciation of what is done for these poor people. Allusion is made to the last annual report, where it was pointed out in regard to divorce cases that district registries with jurisdiction can exercise it only in poor persons cases, and that matrimonial cases can be tried in Assize towns only if they are poor persons cases, or if they are undefended. The result is that there are a number of applicants to the poor persons committees who desire to petition for divorce to whom a certificate cannot be granted because their income exceeds the limit slightly, who probably are unable to proceed with their cases because the district registries have no jurisdiction in divorce, and therefore, a great expense is involved because the interlocutory proceedings have to take place in London. It is stated that the district registries which already have had jurisdiction in divorce conferred on them have exercised it and are exercising it efficiently, and it is submitted in the report that it would be in the public interest if the jurisdiction were extended gradually until all the district registries are available.

Legal Advice.

MENTION is made of the increasing tendency to give legal advice and to render assistance to poor persons in regard to matters not strictly within the rules and of the good work which is being done in this direction by the honorary secretaries in London and the provinces in respect of magisterial and county court cases. A number of cases in which varying sums of money were recovered by poor persons in respect of personal injuries are referred to, and it is stated that in London alone judgments and settlements in poor persons' cases during the year amounted approximately to £17,000. The general progress of the poor persons procedure is indicated by the fact that the individual reports of each of the committees show that, without any exception, the work throughout England and Wales has been carried on satisfactorily, and that only those applicants have been assisted who have been able to show a *primâ facie* case, and to prove that, without the assistance of the solicitors and barristers whose services have been placed gratuitously at their disposal, they would not have been able to make good their claims. Throughout the ten years which have elapsed since the new rules came into operation, the Provincial Law Societies have, it is stated, supported The Law Society with the most complete loyalty, and for this assistance the council intimates its desire to express deepest gratitude. Many members of the committees in London and in the provinces have been actively engaged in the work since its initiation, as have also very many of the conducting solicitors. It must, the report states, be a source of gratification to all these willing helpers that each one of them has taken a share in establishing a system which has wrought inestimable benefit to thousands of persons who, without it, would have been too poor to establish their claims.

Coroners' Inquests.

THE report has just been issued of the Departmental Committee which was set up a year ago by Sir JOHN GILMOUR, then Home Secretary, to inquire into the law and practice relating to coroners. The members of the committee were LORD WRIGHT (Chairman), Sir ARCHIBALD BODKIN, Sir FARQUHAR BUZZARD, M.D., Mr. D. COTES-PREEDY, K.C., Sir ARTHUR HAZLERIGG, Mr. GEORGE A. ISAACS, Mr. W. RUTLEY MOWLL, and Mrs. MARGARET WINTRINGHAM. Sir ARCHIBALD BODKIN sets out in a memorandum a number of observations subject to which he signed the report, while Mr. RUTLEY MOWLL has signed a minority report. The principal features of the majority report are the restrictions, both criminal and civil, suggested in regard to the scope of a coroner's inquiry, the improvement advocated in the status of the jury, the limitations proposed in regard to press reports, and the suggested abolition of the verdicts of "*felo de se*" and "suicide while of unsound mind" in favour of a single verdict to the effect that the deceased died by his own hand. The abolition of the foregoing distinction will not be unaccompanied with some inconvenience. For the existing practice is calculated to remove doubtfulness on the part of ecclesiastic authorities concerning the burial of deliberate suicides in consecrated ground—a prohibition which is at least as old as the fourth century and exhibits a distinction found in non-Christian sources. (A pagan inscription of the year 133 states "*Quisquis ex quacunque causa mortem sibi asciverit eius ratio funeris non habebitur*," though in this case the motive may have been economic rather than moral.) Moreover, difficulties may well arise in connection with life insurance policies rendered void where the insured is guilty of *felo de se*, while the opportunity of removing from a family a slur which, however inaccurately, might in unreasonable quarters be attached by the finding that one of its members took his life while of unsound mind will no longer be available. The recommendations contained in the report are summarised on p. 120 of the present issue.

A Crossword Puzzle Prosecution.

A SEQUEL to the decision of a Divisional Court in *Coles* v. *Odhams Press Ltd.* (1935), 79 SOL. J. 860, where it was held that a crossword competition appearing in the *People* constituted an offence under the Betting and Lotteries Act, 1934, was the recent reinstatement of the prosecution at Bow-street

Police Court and the dismissing of the summonses under the Probation of Offenders Act. It may be remembered that the learned magistrate had found, when the matter was before him last April, that a considerable amount of skill was required to solve the puzzle and dismissed the information. In the Divisional Court the Lord Chief Justice pointed to the wide difference existing between a case where persons performed a literary exercise and allowed someone to pick out their best effort and a case where persons undertook to make a series of guesses at something already decided behind their backs, on the terms not that anyone should exercise judgment as to which of their efforts was the best but that someone should merely decide which effort came the nearest to a previous fixed standard.

Adoption of Children: New Rules.

THE attention of readers may be drawn to the Adoption of Children (Summary Jurisdiction) Rules, 1936 (noted on p. 112 of our last issue), which have been made by the Lord Chancellor under the provisions of s. 8 of the Adoption of Children Act, 1926, and revoke the Adoption of Children (Summary Jurisdiction) Rules of 1926. The new rules provide in a schedule forms to be used on application for adoption orders and for consents to the same. Application is to be made to a juvenile court, being a court of summary jurisdiction for the place where either the infant or the applicant resides, and a duty is imposed on the guardian *ad litem* to investigate as fully as possible all the circumstances of the infant and the applicant and all other matters relevant to the proposed adoption with a view to safeguarding the interests of the infant before the court. Notwithstanding the provisions of s. 47 of the Children and Young Persons Act, 1933, in regard to the holding of juvenile courts, the rules provide that every application under the Adoption of Children Act, 1926, shall be heard and determined *in camera*. Except in certain defined circumstances, no adoption order or interim order is to be made except after personal attendance before the court of the applicant and all the respondents. The court may refuse to make an order on the express ground that owing to special circumstances an application is more fit to be dealt with by the High Court. The schedule provides forms in accordance with which these orders are to be drawn up. Readers must be referred to the rules themselves, S.R. & O. 1936, No. 19/L.1. (H.M. Stationery Office, price 3d.), for further particulars. The new rules come into operation on 1st April, 1936.

Recent Decisions.

IN *Rex* v. *Goldfarb*; *Rex* v. *Szczenslive* (*The Times*, 11th February), the Court of Criminal Appeal quashed recommendations for deportation relating to Stateless aliens of Russian origin, which had been made on the ground that it might be useful to the Secretary of State to put into force Art. 11 of the Aliens Order, 1920, which enables the Home Secretary to impose restrictions concerning residence, reporting to the police, etc. It was intimated that in accordance with the provisions of Art. 12 (7) of the same order, the court would certify to the Secretary of State that it did not concur in the recommendations for deportation.

In *Nicholls* v. *Ely Beet Sugar Factory Ltd.* (80 SOL. J. 127), a case which had lasted fourteen days before CLAUSON, J., and had occupied eighty-three hours before the Court of Appeal, damages assessed at £50 were awarded to the owner of two several and exclusive fisheries in respect of an invasion of his legal right by effluent discharged by a sugar beet factory, but held that the plaintiff had failed to prove that the fish killed in his fisheries were killed by the factory, and dismissed an appeal on this point in consequence.

In *London County Council* v. *Betts*; *London County Council* v. *Downes* (*The Times*, 11th February), it was held by a Divisional Court, on a case stated by a Metropolitan magistrate, that the magistrate had jurisdiction, by virtue of ss. 6 and 35 of the Summary Jurisdiction Act, 1879, to make an order for payment of arrears due under an order to pay to guardians of the poor a sum of 2s. weekly in respect of the respondent's wife, notwithstanding the repeal, by the Poor Law Act, 1927, of s. 33 of the Poor Law Amendment Act, 1868, under which the order was made in 1910, and the absence of any substituted mode of recovery either in the Act of 1927 or in the Poor Law Act, 1930.

In *Green* v. *Berliner and Others* (*The Times*, 6th and 7th February), the plaintiff, suing as common informer, recovered, under the Sunday Observance Act, 1781, in respect of Sunday boxing at the Ring, Blackfriars, £200 against one described as the general manager and match-maker, and "deemed and taken to be the keeper thereof" within the meaning of s. 1 of the Act, £100 against one alleged to have acted as "master of ceremonies," and £50 against Fleetway Press (1930) Limited, printers and publishers of "*Boxing*," in respect of an advertisement. DU PARCQ, J., intimated that any announcement which called the attention of the public to some forthcoming event was an "advertisement," and that it was not necessary to show payment. A claim against the Salisbury Press was dismissed with costs. The only evidence against them was a handbill and the learned judge followed *Tarling* v. *Rome*, referred to in this column, in our issue of 25th January (80 SOL. J. 63).

In *Herniman* v. *Smith* (*The Times*, 7th February), £5,000 damages were awarded for malicious prosecution and false imprisonment. The plaintiff had been convicted by the Central Criminal Court in respect of the charges made against him and the conviction was quashed by the Court of Criminal Appeal.

In *Sutherland Publishing Co. Ltd.* v. *Caxton Publishing Co. Ltd.* (*The Times*, 8th February), the Court of Appeal reversed a decision of FARWELL, J., and held that the plaintiffs had a right to recover damages both for infringement of copyright under s. 6 of the Copyright Act, 1911, and also for conversion under s. 7 of the same Act, which provides that infringing copies, etc., shall be deemed to be the property of the owner of the copyright.

In *Odhams Press Ltd. and Others* v. *London and Provincial Sporting News Agency* (1929) (*The Times*, 8th February), the Court of Appeal dismissed an appeal against a decision of EVE, J., who held that there was no copyright in "starting prices." This decision was reported in our issue of 20th July last (79 SOL. J. 541).

In *Bruce* v. *Odhams Press Ltd.* (*The Times*, 8th February), the Court of Appeal reversed a decision of LEWIS, J., and held that an order by the Master for delivery of particulars of an allegation in a statement of claim in a libel action was right. It was admitted that if it could be established that the terms "an Englishwoman," "she" and "her" appearing in an article referred to the plaintiff, that the statements were defamatory. The Master ordered, in effect, particulars of the allegations that the words referred to the plaintiff and of the facts from which this inference was drawn.

In *Chichester* v. *Chichester* (*The Times*, 13th February), the President of the Probate, Divorce and Admiralty Division confirmed the Registrar's report as to maintenance of a wife whose decree *nisi* had been made absolute, and negatived the contention that on such an award not more than between one-third and one-half of the amount ought to be secured. What the court had to decide under s. 190 of the Supreme Court of Judicature (Consolidation) Act, 1925, was, the learned President said, whether, in all the circumstances, there should be any security at all, and, if so, whether a gross sum should be secured, and for how long; and, whether security was ordered or not, what payments should be made by way of maintenance.

Coroners' Inquests.

As explained in a "Current Topic" on p. 118 of the present issue, the Departmental Committee which was set up to inquire into the law and practice relating to coroners has just issued its report. Following is a brief summary of the numerous recommendations of the committee, the trend of which has already been indicated.

The report, which outlines the history of the office of coroner and the existing law and practice, favours the retention of the office, coupled with a limitation of the coroner's jurisdiction to the investigation of the facts how, when, and where the death occurred. This investigation should, it is stated, be clearly distinguished from any trial of liability, whether civil or criminal. With regard to civil liability the committee urges that a declaratory provision of law that the coroner's court is not concerned with questions of civil liability would strengthen the hands of coroners in dealing with irrelevant issues raised by interested parties, and "would restrain the tendency shown by some coroners to examine issues which are outside the proper scope of the inquest." Where questions of criminality are involved the laws of evidence should, it is recommended, be observed; and where a person is suspected of causing the death he should not be called and put on oath unless he so desires, and should not be cross-examined. Adjournments for a period, or successive periods, of fourteen days, at the request of a chief officer of police (on the ground that he is investigating the circumstances of the death to determine whether he should proceed for an indictable offence) should be obligatory. Recent cases in which inquests have been held where murder was suspected and where there was suspicion of guilt of murder against particular individuals are referred to as affording striking support for the recommendation that the laws of evidence should be observed where questions of criminality are involved. It is suggested, moreover, that a coroner should no longer have the power to commit for trial on the inquisition on a charge of murder, manslaughter, or infanticide, and that the inquisition should not name any person as guilty of one of these offences. Verdicts, or riders to verdicts, of censure or exoneration, should likewise be prohibited except in the case of recommendations of a general character designed to prevent further fatalities.

In cases of suicide no inquiry into the state of mind of the deceased should be made, save in so far as it may throw light on the question whether he took his own life, and no reference to the state of mind should be made in the verdict. In all cases of suicide the verdict should be that the deceased died by his own hand, and the verdicts "*felo de se*" and "suicide while of unsound mind" should be abolished. The verdict last mentioned, the committee thinks, serves no useful purpose and may have undesirable effects. We have in the "Current Topic" above referred to stated reasons for dissenting from the first part of this proposition. In cases of suicide, though the inquest should still be held in public, it is suggested that the Press should be prohibited from publishing an account of the proceedings, dissemination of news being restricted to the fact that an inquest has been held, the name and address of the deceased, and the verdict (in the new form). The committee records its reluctance to propose anything which would restrict the freedom of the Press, but states that it has been impressed by the consensus of opinion that the present publicity of inquests on suicides often causes very great hardship and does a great deal of social harm. Where publicity is given to the private or family affairs of the deceased serious harm, it is urged, may be done to living persons, while the publicity given to the circumstances of these cases, particularly to the method of suicide employed by the deceased, may lead to imitative suicides.

It is recommended that a coroner should have a discretion to dispense with the holding of an inquest in the case of deaths due to simple accidents and to chronic alcoholism, and of death under an anæsthetic or during an operation. He should, moreover, sit without a jury in all cases where he has at present a discretion to dispense with the same unless there are reasons which appear to him to render the presence of a jury desirable. In jury cases he should be empowered to hold a preliminary sitting, where desirable, without a jury for the purpose of receiving evidence of identification and issuing a burial order. The recommendation that juries should be drawn from the jury list is dictated by a desire to secure a more uniform and higher class of jury. Where a jury is empanelled on an inquest on a woman, child or infant, at least two women should serve on the jury.

Post-mortem examinations ordered by coroners should, save in exceptional cases, be made by pathologists whose names appear on a list which, it is suggested, should be compiled by the Home Secretary on the advice of an expert advisory committee. A *post-mortem* examination should be ordered by the coroner if a request to that effect is made by a chief officer of police before the conclusion of the inquest. The latter, where an inquest is not being held, or is concluded, should have power to order such examination subject to the approval of the Director of Public Prosecutions. Steps should be taken to secure the provision of better mortuaries and places of *post-mortem* examinations, and to ensure that such examinations are carried out expeditiously in the cases of death due to anæsthetics.

It is recommended that in future only barristers or solicitors should be appointed coroners, and that, whenever possible, those appointed should have an experience as deputy coroners, and should have a knowledge of forensic medicine. Coroners should not act in their professional capacity as solicitors in matters which have been the subject of investigation at inquests held by them as coroners. Deputy coroners and assistant deputy coroners should be appointed and paid by the same authority as appoints the coroner (after consultation with him), and a coroner's officer should in all cases be a serving police officer.

Adequate records of evidence taken at inquests should be kept by coroners, and copies should be available to any person who shows proper cause on payment of a fee.

It is suggested that both a Rules Committee and a Disciplinary Committee be established, the former for the purpose of making rules for the conduct of inquests and the procedure to be followed by coroners generally, the latter for the purpose of dealing with complaints about the conduct of coroners. Each of these committees should be similarly constituted and be made up of persons appointed to represent the Lord Chancellor, the Home Secretary, the Coroners' Society, the General Council of the Bar, The Law Society, the British Medical Association, and the general public.

Costs.

LEASES.

We have recently received several enquiries on points relating to the costs of leases, and since we feel that a few notes on the outstanding features relating to this aspect of solicitor's charges will be of interest to our readers, we propose briefly to review the subject now.

The remuneration of solicitors in respect of leases is provided for by Sched. I, Pt. II, of the General Order, 1882, made pursuant to the Solicitors' Remuneration Act, 1881. The scale set out in the General Order is divided into two parts, namely, the First Scale, which provides the basis of remuneration in respect of short leases at a rack rent, including agreements for leases except mining leases or building leases, and the Second Scale, which provides the basis of remuneration in respect of building leases reserving rent and other leases for a term of thirty-five years or more not at a rack rent and agreements for the same, except mining leases.

It is perhaps unnecessary to add that the scale remuneration applies only in the case of completed transactions. A careful perusal of these two scales and their head-notes will show that there are two types of leases which are entirely unprovided for, namely, (*a*) short leases not at a rack rent, and (*b*) mining leases. The scales do not apply in these two cases, and the solicitor's remuneration will have to be based on detailed charges, made out according to Sched. II of the General Order.

The scale remuneration set out in the Order of 1882 has been increased by 20 per cent. since 1st December, 1932 (see General Order, 1932), and the lessor's solicitor's charges are now as follows :—

First Scale, namely, that relating to short leases at a rack rent and agreements for the same :—

(*a*) Where the rent does not exceed £100—9 per cent. of the rent with a minimum of £6.

(*b*) Where the rent exceeds £100 but does not exceed £500—the same as for £100, plus £3 in respect of each subsequent £100.

(*c*) Where the rent exceeds £500, as on £500, plus £1 4s. in respect of each subsequent £100.

Second Scale, namely, that relating to long leases not at a rack rent and building leases :—

(*a*) Where the rent does not exceed £5	£6.
(*b*) Where the rent exceeds £5 but does not exceed £50	£6 plus 24 per cent. of the excess over £5.
(*c*) Where the rent exceeds £50 but does not exceed £150	The same as on a rent of £50 plus 12 per cent. on the excess beyond £50.
(*d*) Where the rent exceeds £150	The same as on a rent of £150 plus 6 per cent. of the excess beyond £150.

The lessee's solicitor's charges are one-half of the above scales, so that the lessee's solicitor's minimum charge in each case is £3.

Before turning to actual examples, we must draw attention to one important point. Under the first scale set out above in respect of leases at a rack rent, it will be observed that except for the first £100, the scale fee is not calculated as a percentage of the rent. Consequently only complete £100 were taken into the calculation. Thus, in the case of *In re McGarel* [1897] 1 Ch. 400, where the rent was £350 per annum, only the £300 was held to come into the computation of the solicitor's remuneration. Whether or not this was an error of draughtsmanship, one can only hazard a guess, but the fact remains that it operated somewhat harshly at times, because if the rent was only a few pounds short of the next £100 the solicitor was deprived of a slice of his remuneration.

The position was accordingly altered by the General Order of 1925, wherein it was provided that the scale remuneration under the First Scale shall thereafter be calculated by reference to the rent in pounds and not in completed hundreds of pounds. One's attention must be directed to r. 6 of the rules applicable to Pt. II of Sched. I, which provides that fractions of £5 are to be reckoned as £5. This rule applies, of course, to both scales.

Bearing in mind the above-mentioned provisions, it will be seen that the calculation of the solicitor's remuneration is more or less simple. Thus, the lessor's solicitor's charges in the case of a lease for twenty-one years at a rack rent of £170 is £9 for the first £100, and 3 per cent. on the excess over £100 or £2 2s., a total of £11 2s. If the rack rent is £134 per annum, then, under r. 6, the £4 will be reckoned as £5 and the lessor's solicitor's remuneration will be calculated on £135. The remuneration is thus £9, plus 3 per cent. of £35 or £1 1s., a total of £10 1s.

Turning now to the scale in respect of leases for thirty-five years or more, not at a rack rent, it will be necessary to calculate the remuneration in stages. Thus, if the rent is £200 per annum, then the lessor's solicitor's remuneration will be £6 for the first £5, plus 24 per cent. of the next £45 or £10 16s.—12 per cent. of the next £100 or £12 and 6 per cent. of the next £50 or £3, a total of £31 16s. The lessee's solicitor's charges in this case would be one-half or £15 18s. The lessor's solicitor's remuneration in respect of a building lease for ninety-nine years with an annual rent of £312 will be calculated on £315 under r. 6 as follows—£6 for the first £100, £10 16s. for the next £45, £12 for the next £100 and 6 per cent. of the remaining £165, or £9 18s., a total of £38 14s.

Pressure of space compels us to defer consideration of other points arising out of this scale until a later article.

Company Law and Practice.

The Form of Contracts made by a Company.

The position of a company as regards the form of contracts into which it enters is dealt with by s. 29 of the 1929 Act, in a very clear and concise manner; and I do not think I can do better than quote the exact words of the section. By subsection (1), contracts on behalf of a company may be made as follows :—(*a*) A contract which if made between private persons would be by law required to be in writing, and if made according to English law to be under seal, may be made on behalf of the company in writing under the common seal of the company; (*b*) a contract which if made between private persons would be by law required to be in writing, signed by the parties to be charged therewith, may be made on behalf of the company in writing signed by any person acting under its authority, express or implied; (*c*) a contract which if made between private persons would by law be valid although made by parol only, and not reduced into writing, may be made by parol on behalf of the company by any person acting under its authority, express or implied. A contract made in accordance with the provisions of the section is effectual in law and binding upon the company and its successors and all other parties thereto, and, in addition, it is capable of variation or discharge in the same manner in which it is authorised by the section to be made: sub-sections (2) and (3). The position as regards Scottish law is provided for by sub-section (4), whereby a deed to which a company is a party is to be held to be validly executed in Scotland on behalf of the company if it is executed in accordance with the provisions of the 1929 Act, or is sealed with the common seal of the company and subscribed on behalf of the company by two of the directors and the secretary: and such subscription on behalf of the company is to be binding whether attested by witnesses or not.

In passing, we should call to mind that, by s. 30, a bill of exchange or promissory note is to be deemed to have been made, accepted, or endorsed on behalf of a company if made, accepted, or endorsed in the name of, or by or on behalf or on account of, the company by any person acting under its authority. But it is not my object to consider to-day contracts by way of bills of exchange or promissory notes, nor to discourse generally on the law of and incidental to the making of contracts; rather do I intend first to draw attention to decisions under sub-ss. (1) (*b*) and (1) (*c*) of s. 29, and then to consider briefly the position apart from the operation of the section. Sub-section (1) (*a*) is quite straightforward, and I do not think I can usefully make any comment upon it; besides, the question of the seal of a company and its use or misuse, as the case may be, has recently been dealt with in these columns.

As to s. 29 (1) (*b*), it should be noted that the Law of Property Act, 1925, s. 74 (2), provides that the board of directors, council or other governing body of a corporation aggregate may, by resolution or otherwise, appoint an agent either generally or in any particular case to execute on behalf of the corporation any agreement or other instrument not under seal in relation to any matter within the powers of the

corporation. Where such an appointment is made by resolution—as happens in the great majority of cases—the minutes of the proceedings at the directors' meeting, if purporting to be signed by the chairman of that particular meeting or of the next succeeding one, are, by virtue of s. 120 (2) of the 1929 Act, made evidence of those proceedings, and so of the resolution in question.

The case of *Beer* v. *London and Paris Hotel Company* (1875), 20 Eq. 412, is one that illustrates circumstances in which a company may be bound by a contract made on its behalf and signed by a person acting under its authority, express or implied, within s. 29 (1) (*b*). There is no need for us to delve into the complex facts of this particular case, and it is sufficient to refer to the judgment of Malins, V.-C., at p. 426, where he considers the question whether the contract was signed in such a manner as to bind the company, within s. 37 (2) of the 1867 Act, which is almost identical with our present s. 29 (1) (*b*). He makes use of the circumstances where a company, while a going concern, puts some property up for auction, and the auctioneer signs "for the London and Paris Hotel Company Limited": he then asks whether it could be seriously argued that, the company having ordered the sale by auction of the property, and having employed an auctioneer who thereby became their agent and who, in the usual course of business, signed for the company, that would not be a valid contract. "It would clearly be so by this section," he observes, "because it would be made by a person acting under their express or implied authority: and although the authority may not be express, it is an implied authority to the auctioneer to sign the contract on behalf of the vendor or owner of the property which is sold by auction." In point of fact, the agreement for the sale of the property, in question in this decision, was signed by the secretary of the company, as such, "for the London and Paris Hotel Company," and it was assumed that the contract was signed by B duly authorised on behalf of the company, because he could not be its agent unless he was duly authorised: cp. 424. Another case which bears on s. 29 (1) (*b*) is *Jones* v. *The Victoria Graving Dock Company* (1877), 2 Q.B.D. 314; but the restrictions of space do not permit me to do more than mention it, and I must leave its further investigation to the diligence of my readers.

As to s. 29 (1) (*c*), the report of the decision in *Bourke* v. *Alexandra Hotel Company* [1877] W.N. 30, is unfortunately by no means lengthy, and, for our purposes, material only in so far as it deals with the mode of giving consent by a company. The action was one to restrain an alleged interference with light and air relating to certain windows, and the plaintiffs relied (*inter alia*) upon consent to an alteration in the nature of the easement given by the defendants. There was no consent in writing, but the plaintiffs claimed to establish it by proving a bill sent in by the surveyor, employed by them, to obtain it, and paid by the plaintiffs, in which he alleged that he had obtained it. The directors and officers of the company denied all knowledge of the consent having been given, and there was no resolution of the company giving it. The defendants contended that a parol consent was only binding where money had been expended on the property over which the right was claimed on the faith of such consent, and that a company could not consent except by a resolution of the board or by some express authority given by one of the officers. The court held (among other things) that it was competent to the company to consent to the alteration, and that a company under the 1862 Act would be bound by any act which, as between individuals, would have bound them.

Now let us consider the position apart from the provisions of s. 29. In *The South of Ireland Colliery Company* v. *Waddle*, L.R. 3, C.P. 463, the company was one incorporated under the 1862 Act for the working of collieries, and it contracted with an engineer for the erection of a pumping engine and machinery for that purpose, and paid him part of the price. In an action by the company against the engineer for a breach of contract in refusing to deliver the engine and machinery, the preliminary point arose whether the contract, which was not under the seal of the Company, was void against it, and so not binding on the defendant, for lack of mutuality. In his very interesting judgment, Bovill, C.J., pointed out that originally all contracts by corporations were required to be under seal, but in the course of time certain exceptions to this rule made their appearance: these exceptions dealing only with matters of trifling importance and frequent occurrence, such as the hiring of servants, and so forth. However, in progress of time, as new descriptions of corporations came into existence, the courts came to consider whether these exceptions ought not to be extended in the case of corporations created for trading (as this particular company was) and other purposes. Considerable conflict resulted, but, in his opinion, "these exceptions apply to all contracts by trading corporations entered into for the purposes for which they are incorporated. A company can only carry on business by agents—managers and others: and if the contracts made by these persons are contracts which relate to objects and purposes of the company, and are not inconsistent with the rules and regulations which govern their acts, they are valid and binding upon the company though not under seal": c.p. 469, per Bovill, C.J. But the exceptions to the general rule are not still limited to matters of frequent occurrence and small importance: *ibid.* This being so, the action was held to be maintainable, though the contract was not under seal, and the proposition which was established by this decision cannot, to my mind, be more clearly expressed than by quoting these words in the head-note to the report, namely: "Whether a trading corporation can contract without seal or not depends, not upon the magnitude or otherwise of the subject-matter, but upon whether or not the contract be for a purpose connected with the objects of the incorporation."

But this proposition cannot apply where, by statute, a corporation is to seal contracts made by it which exceed a certain minimum in value or amount. An illustration of this is afforded by the decision in *Hunt* v. *The Wimbledon Local Board*, 4 C.P.D. 48, where the statute in question was the Public Health Act, 1875, by s. 174 of which every contract made by an urban authority whereby the value or amount exceeds £50 must be in writing and sealed with the common seal of such authority. The view of the section which the Court of Appeal took may perhaps best be seen in the following words of Bramwell, J., at p. 51: "The section is general, and refers to every class of contract, and there is no reason for limiting it . . . I think the section is not merely directory but obligatory. It is not prohibitory so as to constitute the making of a contract, otherwise than in writing and under seal, an offence, but it is a mandatory direction that contracts shall be made in a particular way, that is to say, in writing and under seal." Another decision on (*inter alia*) the same section is the rather involved case of *Brooks, Jenkins & Co.* v. *Mayor, etc., of Torquay and Newton Abbot Rural District Council* [1902] 1 K.B. 601, to which I would refer my readers.

In conclusion, no discussion of this topic would be complete without some brief mention of the well-known case of *Lawford* v. *The Billericay Rural District Council* [1903] 1 K.B. 772. It dealt with the question of executed consideration, and it decided that, where the purposes for which a corporation is created render it necessary that work should be done or goods supplied to carry those purposes into effect, and orders are given by the corporation in relation to work to be done or goods to be supplied to carry into effect those purposes, if the work done or goods supplied are accepted by the corporation and the whole consideration for payment is executed, then there is a contract to pay implied from the acts of the corporation, and the absence of a contract under the seal of the corporation is no answer to an action brought in respect of the work done or the goods supplied.

A Conveyancer's Diary.

Devise of Realty—Presumption in Favour of Immediate Vesting.

It does not often happen that the court has reason to differ from the opinion expressed, on a matter relating to the devise of real estate, in one of the authoritative text-books. But so it was in the case of *Bickersteth* v. *Shanu* [1936] W.N. 31. It is true that that was a case before the Judicial Committee, and so not, strictly speaking, binding as an authority upon judges of the High Court, but the decision is entitled to the "greatest respect," and would no doubt be followed.

The case came before the Judicial Committee upon an appeal from the Supreme Court of Nigeria, but there was no doubt that the law of this country applied.

The facts as stated in the *Weekly News* report were that the appellants, G. T. Bickersteth (since deceased), and P. H. Williams, were the executors and trustees of the will of J. R. Shanu, who died on 21st May, 1918, and by his will dated 2nd November, 1917, devised (by cl. 6) certain real estate consisting of lands and buildings to his son, E. A. Shanu, the respondent. At the end of cl. 6 was a separate clause providing that: "These devises shall take effect upon my son attaining the age of twenty-five years." On his attaining the age of twenty-five, in March, 1930, the respondent brought an action against the appellants, claiming to be entitled to the rents of the properties devised to him as from the date of the death of the testator.

The question for determination was whether the devise vested at the death of the testator, subject to being divested if the respondent did not attain the age of twenty-five, or was contingent on the respondent attaining that age.

The Judicial Committee, affirming the decision of the Nigerian Court, decided in favour of the former view.

The decision is of some interest in itself, but is more particularly so because in the course of the judgment delivered by Lord Maugham, a statement in "Theobald on Wills" was traversed.

Now, apart from the statement in "Theobald," to which I will refer later, the law seems to have been for long established that the court will always lean in favour of an immediate vesting of a legal estate in land if that be not inconsistent with the wording of the gift.

The leading authority on that point is *Duffield* v. *Duffield* (1829), 3 Bli. (N.S.) 260, where it was laid down by Best, C.J., expressing the unanimous opinion of the judges, that in the construction of devises of real estate "the judges from the earliest times were always inclined to decide that the estates devised were vested; and it has long been an established rule for the guidance of the Courts of Westminster in construing devises, that all estates are to be holden to be vested, except estates in the devise of which a condition precedent to the vesting is so clearly expressed that the courts cannot treat them as vested without deciding in direct opposition to the terms of the will. If there be the least doubt, advantage is to be taken of the circumstance occasioning that doubt; and what seems to make a condition, is holden to have only the effect of postponing the right of possession."

In that most authoritative of all text-books on wills, "Hawkins on Wills" (3rd ed., p. 282), Mr. Hawkins stated, after referring to the judgment of Best, C.J., in *Duffield* v. *Duffield* and particularly to the passage which I have quoted—"To accomplish this (1) words of seeming condition are, if possible, held to have only the effect of postponing the right of possession; and (2) if the devise is clearly conditional, the condition will, if possible, be construed as a condition subsequent and not precedent, so as to confer an immediate vested estate, subject to being divested on the happening of the contingency."

Support is given (although not quite so definitely) to that view by Mr. Jarman (see "Jarman on Wills," 7th ed., vol. 2, p. 1380).

Against that there is an expression of opinion in "Theobald on Wills," 8th ed., p. 642, in which it is stated that the court does not now lean in favour of the early vesting of real estate in considering the true construction of a will and that the court now "gives effect to the intention expressed without any preconception as to what the testator ought to have or has intended, subject only to this, that it may be bound by rules established by the early authorities, though it might not now adopt such rules, if the matter were at large."

In his judgment in *Bickersteth* v. *Shanu*, Lord Maugham said that it seemed desirable to determine whether the passage above quoted from "Theobald" was correct. His lordship evidently came to the conclusion that it was not, although the *Weekly Notes* report does not in terms say so.

With great respect, it seems to me that all that was intended to be conveyed by the passage in "Theobald" to which exception was taken, was that in matters of construction the court will first of all look at the instrument to be construed itself and have recourse to the rules laid down by earlier authorities if the instrument were so ambiguous as to require it.

In *Bickersteth* v. *Shanu*, Lord Maugham came to the conclusion that "On a consideration of the whole will and of the circumstances in which it was made and applying the rule or principle above referred to in relation to vesting, their lordships are of opinion that the true construction of the words 'shall take effect' is that they relate to the devise taking effect *in possession* and were not intended to impose a condition precedent on the devise contained in cl. 6 of the will. The devise must therefore be construed as vesting at the death of the testator subject to divestment if the respondent fail to attain the age of twenty-five years."

That really does not carry us much further, because it does not appear to what extent the decision rested upon "a consideration of the whole will and of the circumstances in which it was made," or to what extent upon "applying the rule or principle above referred to in relation to vesting." If the former was sufficient upon which to base the judgment there was no need to have recourse to the latter. That, I take it, was what was meant by the passage in "Theobald" to which exception was taken.

Not long ago I had to consider this question of condition precedent or subsequent, and I found that it is generally stated that in regard to the "names and arms clause" or the "names clause" only, the condition will always be construed as subsequent and not precedent. In "Jarman," 7th ed., vol. 2, at p. 1450, it is laid down that: "In the absence of clear words, the inclination of the court is to treat a names and arms clause as imposing a condition subsequent. Indeed, in *Re Greenwood* [1903] 1 Ch. 749, the court laid this down as a general proposition applying to all conditions.".

The headnote to *Re Greenwood* on this point reads: "If a condition attached to a devise is capable of being construed either as a condition precedent or as a condition subsequent, the court will prefer the latter construction."

Now all this is based entirely upon what was said by Collins, M.R.: "Upon the authorities cited to us, it seems to me to be clear law that, in a devise of real estate, where the intention of the testator, as evidenced by the words he has used, is more consistent with the inference that he intended the condition to be a condition subsequent, rather than a condition precedent, then, if the words are capable of admitting both constructions, the court ought to hold the condition to be a condition subsequent."

Romer, L.J., and Cozens-Hardy, L.J., gave judgment simply on the lines that on construction a condition subsequent was intended.

So far as regards the dictum of Collins, M.R., I should have thought that: "Where the intention of the testator, as evidenced by the words he has used, is more consistent with the inference that he intended the condition to be a condition subsequent rather than a condition precedent," that would be an end of the matter and so the lord justices who sat with

him thought. I cannot see that the passage which I have quoted from the judgment of Collins, M.R., justifies the headnote or the statement in "Jarman," for it predicates that as a matter of construction the inference to be drawn from the language of the will is that a condition subsequent was intended and proceeds to lay it down that *then*, although capable of being construed as a condition precedent, it should be held to be a condition subsequent. In other words, the inference to be drawn from the language of the will must prevail even though some other construction might be possible. That might be said of every will and upon every question of construction.

The statement of the law by Best, C.J., in *Duffield* v. *Duffield* is explicit enough, but neither Collins, M.R., in *Re Greenwood*, nor Lord Maugham in *Bickersteth* v. *Shanu*, ventured so far. In fact, reading Lord Maugham's judgment, I should take it as a justification rather than otherwise of the statement in "Theobald" which he criticised, and certainly what was said by Collins, M.R., supports that statement more than the comment in "Jarman" which I have quoted.

Landlord and Tenant Notebook.

Accidental Fire and the Liability to Pay Rent.

Is there any possible exception to the rule that a tenant, unless expressly absolved by his lease, remains liable for rent after fire has destroyed the demised premises? Consideration of this question involves close examination of the facts proved and the reasoning employed in those cases which are commonly cited in support of the rule.

It may surprise some readers to learn that a case can be made in favour of qualifying the general proposition on the authority of such works as "Rolle's Abridgement" and "Bacon's Abridgement." The former writer, discussing "Wild-fire" in relation to apportionment, says, "the land remains and cannot be consumed, *but some benefit may be had thereof*" (Danvers' translation.) Bacon, dealing with "Discharge of Rent," says, "the lessor's title to rent is founded on this, that the *land demised is enjoyed* by the tenant."

It may also come as a surprise that two distinct lines of reasoning have been followed by judges responsible for the rule: one, that rent is a reservation agreed to by both parties, and the tenant should, as it were, have thought of the possible effects of fire before; the other, that the essential subject of the demise is, after all, still there. If the buildings have gone, the land has not.

Now for the decisions. As I am admittedly looking for loopholes, I shall italicise words which suggest possible qualifications.

Paradine v. *Jane* (1647), Aleyn 27, should be looked at first, as it is much relied upon by others, though it did not arise out of a fire, but out of the Civil War. The tenant's defence to a claim for rent was that Prince Rupert's forces (described as alien enemies) had made occupation impossible. But it was held that rent being a duty created by the parties and not by law, the obligation was absolute; and in so far as economics or ethics entered into the judgment, it was observed that as the tenant would keep casual profits he must bear casual losses.

On the strength of the above authority, judgment for rent was recovered by a landlord of burnt-out premises in *Monk* v. *Cooper* (1727), 2 Stra. 763, and was held that the fact that the tenant's covenant to repair was qualified by a provision exempting him from performance in the event of accidental fire made no difference to his position.

Next, the imprudent tenant suddenly received some encouragement when in *Brown* v. *Quilter* (1764), Ambl. 619, Lord Northington, commenting strongly on the doings of courts of law, said that Equity would grant an injunction against the enforcement of rent till a house destroyed by fire was rebuilt "*for the destruction of the house is the destruction of the thing.*" But nothing more has been heard of this doctrine.

Then *Belfour* v. *Weston* (1786), 1 T.R. 310, was, to all intents and purposes, a repetition of *Monk* v. *Cooper*.

So much for the events of the sixteenth and seventeenth centuries. The first decision of the eighteenth century, *Baker* v. *Holtzapfell* (1811), 4 Taunt. 45, is important in that the plaintiff used rather different tactics and the judgment different reasoning. The claim was for three quarters' rent of a house which had been destroyed by fire during the first quarter. The result was the usual one, but two factors are of potential importance: the landlord based his claim on the defendant's agreement to pay rent during the term, and Lord Mansfield, C.J., made the following observations in the course of his judgment: that *the land was still in existence*; that the defendant had not offered to surrender the term; and that the landlord had no power to enter and rebuild while the term existed.

In *Izon* v. *Gorton* (1839), 5 Bing. (N.C.), the defendants were tenants of two upper floors of a City warehouse. According to the headnote, these were "consumed" by an accidental fire, but the text makes it clear that though untenantable, the shell remained. In his judgment for the plaintiff, Tindal, C.J., cited the passage from *Baker* v. *Holtzapfell* italicised above, and proceeded: "so . . . in the present case . . . *the space enclosed by the four walls still continued* as marked out by them."

Packer v. *Gibbins* (1841), 1 Q.B. 421, also presented some noteworthy special features. To begin with, the defendant had occupied not a whole house but apartments (the headnote says they were furnished) in the house. Then, the rent being quarterly but the fire occurring between two quarter days, he and the landlord had agreed that liability should cease. The claim was consequently brought not for rent but for use and occupation up to the time of the fire. On this the landlord succeeded, for the statute which confirmed the right to sue for use and occupation (Distress for Rent Act, 1737, s. 14) expressly provides for *de die in diem* liability.

Lastly, I will refer to *Marshall* v. *Schofield* (1882), 52 L.J. Q.B. 58, C.A. The premises in this case were a factory, and the landlord provided steam power under the tenancy agreement; from a business point of view a large proportion of the rent would represent the cost of power supplied. The tenant's answer to a claim for a year's rent in respect of a period after a fire had rendered occupation impossible was largely an *argumentum ad misericordiam*, and the court held that it was now "recognised" that the loss in such a case must be borne by the tenant.

It follows that in ordinary cases no support is to be found for the contention that liability for rent is suspended when premises are rendered unfit for occupation, except the passages quoted from Bacon and Rolle.

I said "in ordinary cases"; but now I want to visualise the case of a tenant of a flat (above the ground floor), whose lease does not absolve him from liability in such circumstances. On being sued, he would certainly have an answer to some of the arguments based on leading cases. If told that the rent was reserved, he might well say "out of what?" If reminded of his covenant to pay the rent, he might again say that there was nothing from which any rent could issue. If it were urged that the cubic space was still there, he could retort that cubic space was not realty. If it were suggested that he who keeps casual profits must bear casual losses, the reply would be that there were neither. The fact is that parties to a lease nowadays are far more conscious of the contractual side of the relationship than of the grant of the estate. So a case in which a covenant in a tenancy agreement which had nothing to do with rent was liberally construed, on commercial lines, when fire destroyed the subject matter, may be in point.

Re Hull and Lady Meux [1905] 1 K.B. 528, C.A., arose out of cross-claims submitted to arbitration under A.H.A. The tenancy bound the tenants to cultivate in a husbandlike manner, etc., and in particular to stack all crops of hay and corn arising from the farm, and to consume on the farm all hay, straw, chaff and turnips and other green crops arising therefrom. The tenancy was to expire on the 25th March, 1904; on the 28th May, 1903, a large quantity of duly stacked hay and straw was consumed not by cattle but by accidental fire. The landlord claimed for the resultant loss. The Court of Appeal, deliberately refraining from troubling about implied conditions, construed the covenant in the tenants' favour: if there was nothing to consume by the mouths of the cattle, there was no breach of the tenancy agreement, which was an agricultural one and the purpose of which was the preservation of the farm. This is, of course, a somewhat liberal construction: the hay and straw had, after all, arisen from the farm and fell within the scope of the words; but it may be observed that a measure of liberal construction would in any case appear necessary (unless the tenant suffered from or were to develop a Nebuchadnezzar complex). And the suggestion I make is that there is nothing to prevent the application of similar reasoning to a covenant to pay rent for and reserved out of premises.

Our County Court Letter.

SALVAGE OF YACHT.

In the recent case of *Garnett and Another* v. *Perkins*, at the Mayor's and City of London Court, the claim was for £300 for salvage services rendered to the 32-ton auxiliary ketch-rigged yacht "Sylvia," viz., saving the lives of her master and crew. The plaintiff was the owner and master of the fishing smack "Carmen," and he had discovered the "Sylvia," early on the 9th August, riding on top of the West Rocks with no one on board. Having towed her into deep water, he steered her towards Harwich, but before arriving he met another smack, the "Autodafe." The latter was towing a motor launch and had the crew of the "Sylvia" on board. The master of the "Sylvia" came on board the plaintiff's vessel, and said: "It is a clear case of salvage for you, but what about the people in the smack, who saved our lives?" The master of the "Autodafe" (the co-plaintiff) stated that he took on board his vessel the crew of the "Sylvia," the master of which asked him to go to the "Sylvia," and they met the "Carmen" on the way. The defence was that, after the "Sylvia" went aground, a heavy thunderstorm came on, and, at 2 a.m., the master took the crew and some flares in the motor launch. The only reason for leaving the "Sylvia" was that he wanted assistance, to stand by, and he did not ask either of the plaintiffs to take the "Sylvia" to Brightlingsea, nor did he say it was a clear case of salvage. An award was made of £180 apportioned as to £140 to the "Carmen" and £40 to the "Autodafe."

LIABILITY FOR DANGEROUS MONKEY.

In *Whittaker* v. *Hurst*, recently heard at Blackburn County Court, the case for the plaintiff (aged two years) was that, while being wheeled in a go-chair along the footpath, he had been bitten by a monkey, which jumped out of the shop of the defendant, who was a livestock dealer. The monkey had gripped the plaintiff round the head, and had bitten through his top lip and scratched or bitten his cheek. After being pushed away, by the plaintiff's father, the monkey had jumped back, snatched the plaintiff's cap, and had then disappeared into the shop. The result was that the plaintiff had taken to screaming in his sleep, and would not go out in the go-chair. The defence was that the plaintiff had suffered no more than from a bad fall, or a fight with a playmate. His Honour Judge Peel, K.C., gave judgment for the plaintiff for £10, with costs up to the time of payment in, after which the defendant was entitled to costs. As a monkey is an animal *feræ naturæ*, its owner is liable for damage caused by its escaping, without notice of its dangerous propensities. Proof of *scienter*, which is necessary in the case of animals *domitæ naturæ*, is therefore, not required in the case of a monkey. See *May* v. *Burdett* (1846), 9 Q.B.D. 101.

THE RESTRICTIVE COVENANTS OF HAULIERS.

In the recent case of *Jaines* v. *Slater*, at Louth County Court, the claim was for damages and an injunction in respect of breaches of an agreement, dated the 13th December, 1930. The counter-claim was for commission due from the 4th to the 10th August, 1935. The plaintiff's case was that he first employed the defendant (his brother-in-law) about 1925, to work up a haulage round in the vicinity of Skegness. After an expenditure of between £300 and £400, the round began to pay in 1930, and the plaintiff agreed to pay the defendant a commission, subject to a proviso that he should not interfere directly or indirectly with the plaintiff's business. In August, 1935, by reason of the provisions of the Road and Rail Traffic Acts and the award of the Wages Conciliation Board, the plaintiff decided to pay his men a fixed salary. The defendant agreed, and was paid £2 17s. 6d. on the 9th August, but he returned 2s. 6d. and asked for his week's commission. On this being refused, the defendant contended that he had been discharged, and he started his own round by canvassing the plaintiff's customers. Between the 11th August and the 31st October there was a drop in the plaintiff's turnover of £173 16s. 6d. (compared with similar periods in 1933 and 1934), and fifteen customers were wholly lost and nine others partly lost. The defendant contended that the new arrangement meant a reduction of 10s. a week in his pay, and, as he had been dismissed, he could not be prevented from earning his living. His Honour Judge Langman held that the agreement had not been broken by the defendant, but by the plaintiff, i.e., in purporting to vary its terms without the consent of the other party. Judgment was given for the defendant on the claim and counter-claim, with costs.

Obituary.

MR. S. C. N. GOODMAN, K.C.

Mr. Sydney Charles Nichols Goodman, K.C., of Dr. Johnson's Buildings, Temple, Recorder of South Molton, Devon, since 1923, died in a nursing home at Tunbridge Wells on Saturday, 8th February, at the age of sixty-seven. Mr. Goodman was called to the Bar by Gray's Inn in 1898, and took silk in 1932.

MR. H. DIXON.

Mr. Henry Dixon, solicitor, senior partner in the firm of Messrs. Dixon & Dixon, of Bristol, died at his home on Wednesday, 5th February, at the age of seventy-four. Mr. Dixon was admitted a solicitor in 1886.

MR. C. M. JEREMY.

Mr. Clifford Morgan Jeremy, solicitor, senior partner in the firm of Messrs. Kirby & Son, of Coventry, died at his home at Kenilworth on Wednesday, 5th February. Mr. Jeremy, who was admitted a solicitor in 1922, was only about thirty-five years of age. He was a partner in the firm of Messrs. Machin and Co., of Luton, until about eighteen months ago, when he and his brother, Mr. I. D. Jeremy, acquired the practice of the late Mr. C. A. Kirby.

MR. L. WILLIAMS.

Mr. Lewis Williams, solicitor, of Salisbury, died on Tuesday, 28th January, in his fifty-sixth year. Mr. Williams, who was admitted a solicitor in 1920, had been with Messrs. Trethowan and Vincent, of Salisbury, for eleven years.

To-day and Yesterday.

LEGAL CALENDAR.

10 FEBRUARY.—That imprisonment for debt did not pass wholly unchallenged by its victims appears from the fact that on the 10th February, 1786, thirteen prisoners from the King's Bench Prison, who some time since were committed to the New Gaol, were tried before Lord Mansfield for attempting to blow up the walls of the place. The case excited great interest and the court was very crowded. All the men were found guilty and were variously sentenced to terms of two and three years' imprisonment.

11 FEBRUARY.—On the 11th February, 1779, a court-martial held at Portsmouth honourably acquitted Admiral Keppel of various charges of misconduct and neglect of duty during an action against the French fleet under the Comte d'Orvilliers. The prosecution had been conducted in person by Vice-Admiral Palliser, one of the Lords of the Admiralty, whose own behaviour during the engagement had been highly questionable. The court declared the accusations "malicious and unfounded" and pronounced that Keppel had behaved as "a judicious, brave and experienced officer." When the news of the acquittal reached London, all the principal streets were illuminated, the bells were rung and the mob attacked Palliser's house in Pall Mall and smashed the Admiralty windows.

12 FEBRUARY.—George Bradbury, cursitor Baron of the Exchequer, died on the 12th February, 1696. He gained considerable distinction as a lawyer, but he is best remembered for his encounter with Chief Justice Jeffreys in Lady Ivie's case. As junior counsel, he made a point, the ingenuity of which drew praise from the judge. Encouraged, he ventured to repeat it later in the hearing, when Jeffreys exclaimed: "Lord, sir, you must be cackling too; we told you your objection was very ingenious, but that must not make you troublesome. You cannot lay an egg, but you must be cackling over it."

13 FEBRUARY.—On the 13th February, 1788, the trial of Warren Hastings opened in Westminster Hall. The Lord Chancellor told him that "the charges contain the most weighty allegations and they come from the highest authority; this circumstance, however, though it carries with it the most serious importance, is not to prevent you from making your defence in a firm and collected manner in the confidence that, as a British subject, you are entitled to and will receive full justice in a British court." So opened the case which was to last more than seven years and cost Hastings £70,000 before he was acquitted.

14 FEBRUARY.—Mr. Justice Blackstone died on the 14th February, 1780, his death being largely attributable to lack of exercise.

15 FEBRUARY.—On the 15th February, 1850, Lord Macauley wrote in his diary: "To dinner with Baron Parke. Brougham was noisily friendly. I know how mortally he hates and how bitterly he reviles me. But it matters little . . . He was very pleasant, but as usual excessively absurd and exposed himself quite ludicrously on one subject. He maintained that it was doubtful whether the tragic poet was Euripides or Euripides. It was Euripides in his Ainsworth. There was, he said, no authority either way. I answered by quoting a couple of lines from Aristophanes. I could have overwhelmed him with quotations. 'Oh,' said this great scholar, 'those are Iambics. Iambics are very capricious and irregular, not like hexameters.' I kept my countenance and so did Parke."

16 FEBRUARY.—In legal hands Staple Inn was a convivial place. In the minutes for the "young mess" there dated the 16th February, 1704, there is entered: "Memorandum that whatever gentleman shall at any time hereafter come into Commons and be admitted a member of the said Mess, shall on such admission give twelve bottles of good Clarett to the Members of the said Mess. And if any Member of the said Mess shall move that the person admitted may pay less than twelve bottles, the person so moving shall pay one gallon for such offence."

THE WEEK'S PERSONALITY.

Though he was physically so inactive that lack of proper exercise certainly hastened his death, Blackstone's industry never slackened. His great "Commentaries," the fruit of the lectures which first established English law in the intellectual life of Oxford, are of course his abiding monument—"at once the most available and the most trustworthy authority on the law of the eighteenth century." But besides this, the Clarendon Press, which he raised from a "lazy obscurity," owed much to his efforts. The judges also could thank him for an increase in their salaries, and he was one of the earliest advocates of a reform in our system of criminal punishment. Yet at the Bar his beginnings had been very discouraging, for he was not "happy in a graceful delivery or a flow of elocution (both of which he much wanted) nor having any powerful friends or connections to recommend him." Strangely enough, he was not a great success as a judge, being too diffident to uphold his own opinion with much warmth or pertinacity. Oppressively orderly, scrupulously punctual, hot-tempered to a degree that he acknowledged and regretted, fond of port and using its stimulus to enable him to work, he was perhaps better fitted to live as a "character" among the Oxford dons than to shine in the active life of the courts at Westminster, for there was much in Lord Ellenborough's observation that he made himself a learned lawyer by writing his "Commentaries."

THE ALCOHOL TEST.

You never know when yesterday's fantastic imaginings will become to-day's earnest realities. You remember "Trial by Jury" and the defendant's desperate efforts to mitigate the breach of promise damages by declaring that he was always in liquor and when drunk would probably turn out a wife-beater.

Jury.

"We would be fairly acting,
But this is most distracting!
If, when in liquor, he would kick her
That is an abatement."

Judge.

"The question, gentlemen—is one of liquor;
You ask for guidance—this is my reply:
He says, when tipsy, he would thrash and kick her,
Let's make him tipsy, gentlemen and try."

Now look at *The Times* quite recently, and read the report of a case before the High Court of Justiciary at Edinburgh, during which counsel told how the prisoner had already been tried at Hamburg before a tribunal presided over by a judge, and submitted to "the alcohol test," his defence being that he was drunk at the time of the crime. He was given a bottle and a half of wine and became completely out of control, acting as he did on the night of the deed. Hamburg justice was apparently satisfied that this Gilbertian test proved that the accused had not been responsible for his acts and released him forthwith.

THE INJUDICIOUS RETORT.

Few customs are more reassuring to the practitioners in our courts than the promptitude with which judicial authority almost invariably quells anything like an "answer back" by a witness under cross-examination. Thus, when in the course of the charity gambling case, Sir Patrick Hastings received a somewhat flippant answer from the plaintiff, judge and counsel learned in the law joined together to let the culprit know that he had been guilty of "gross impudence,"

had made an exceedingly "improper observation" and would be the object of "drastic steps" if he did it again. One of the few recorded occasions when the usual thunderbolt has not descended occurred on the Western Circuit when Serjeant Davy was cross-examining an old countrywoman as to an event which had happened some years before. "Bull Davy" before his Bar days had been a druggist and passed through a bankruptcy. "Pray good woman," he said, "how is it that you should be so particular as to remember that this affair happened on a market day?" "Why, sir," she replied, "by a very remarkable token, that all the cry of the city went that Mr. Davy, the drugster, had that morning shut up shop and run away." "I think, brother," said the judge "that you want no further proof of the witness's memory."

Notes of Cases.

Court of Appeal.

Nicholls *v.* **Ely Beet Sugar Factory Ltd.**

Lord Wright, M.R., Romer and Greene, L.JJ.

15th, 19th, 20th, 21st, 22nd, 26th, 27th, 28th, 29th November, 1935, 16th, 17th, 20th, 22nd, 23rd, 24th, 27th, 29th, 30th January, 3rd, 4th and 10th February, 1936.

Fishery—Several—Interference—Factory—Effluent and Refuse—Gist of Action—Whether Pecuniary Damage must be Established.

Appeal from a decision of Clauson, J.

The plaintiff owned two several fisheries in the Ouse below Ely. The defendants worked a beet sugar factory abutting on the river below Ely and some miles above the fisheries. It was alleged that owing to their manufacturing operations large quantities of effluent and refuse were discharged into the river and caused damage to the fisheries. The plaintiff claimed an injunction and damages. It was suggested by the defendants that the damage was caused by the Ely sewage and not by the factory. Clauson, J., dismissed the action, holding that pecuniary damage was the gist of the action and that the plaintiff had not proved that he had suffered this, and further that he had not established that the injury to his fisheries was caused by the effluent from the defendants' factory.

Lord Wright, M.R., dismissing the plaintiff's appeal, said that his right was as owner of a several fishery in gross, not appurtenant to the soil. It was in the nature of an incorporeal hereditament and he also had a property in the fish (*Child* v. *Greenhill*, Cro. Car. 553; *Fitzgerald* v. *Firbank* [1897] 2 Ch. 96). If this were a case of nuisance it would be a private nuisance involving interference with private rights and an action would lie for that interference. In the present case damage was not the gist of the action. In "Pollock on Torts" (13th ed.), p. 391, it was said: "Nevertheless disturbance of easements and the like, as completely existing rights of use and enjoyment, is a wrong in the nature of trespass and remediable by action without allegation or proof of specific damage." Those words exactly applied to the present case, and his lordship adopted them. *Harrop* v. *Hirst*, L.R. 1 Ex. 43, was cited in support of the proposition. The ability to maintain an action without actual proof of pecuniary loss depended on the principle that when there was an interference with a legal right the law presumed damage (see *Ashby* v. *White*, 1 Smith's Leading Cases 253, at p. 274). The cases where damage proved was the gist of the action fell into a different category, as, for instance, in negligence, conspiracy to injure and deceit. Thus, for example, the cause of action was not merely that there was negligence, but that there was such negligence as to damage the plaintiff. The respondents had relied on *Fraser* v. *Fear*, 107 L.T. 423, for the proposition that the plaintiffs must prove special and peculiar damage, but that case did not decide that. Substantial interference with the plaintiff's legal rights being shown, the injury carried with it the right to damages which in this case his lordship would assess at £50. His lordship then considered the evidence, and said that as the plaintiff had failed to prove that the fish killed in his fisheries had been killed by reason of the factory, the appeal must be dismissed.

Romer and Greene, L.JJ., agreed.

Counsel: *Eastham*, K.C., and *Elkin*; *Morton*, K.C., and *C. M. White*.

Solicitors: *Hutchinson, Sons & Gomm*; *Morris, Ward-Jones, Kennett & Co.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Herefordshire Assessment Committee *v.* **Watkins.**

Lord Hewart, C.J., Goddard and Singleton, JJ.

16th December, 1935.

Rating and Valuation—Agricultural Land—River flowing through Farm—Bed owned by Owner of Farm—Fishing Rights Let by Farmer—Whether Bed De-rated—Rating Act, 1874 (37 & 38 Vict., c. 54), s. 6—Rating and Valuation (Apportionment) Act, 1928 (18 & 19 Geo. 5, c. 44), s. 2 (1) (2)—Local Government Act, 1929 (19 Geo. 5, c. 17), s. 67 (1).

Appeal by case stated by the Herefordshire Assessment Committee from a decision of Hereford Quarter Sessions, sitting as the rating appeals committee, allowing an appeal by the respondent, Watkins, against a decision of the appellant committee ordering that a hereditament described as "land covered with water with fishing rights" should be inserted in the valuation list for the Rural District of Dore and Bredwardine.

At the hearing before Quarter Sessions, the following facts were proved or admitted: Watkins was the owner and occupier of a farm. His property included the whole bed of a river for a certain length and the bed *ad medium filum* for a further length of river. A considerable number of livestock were kept on the farm and were dependent on the river for their supply of water, there being a number of drinking places approached by convenient slopes in the bank. The annual value of the farm would (apart from any loss of fishing) have been £60 a year less if the river had not existed. In the bed, there were shingle and gravel which were removed when required for repairs to buildings. The fishing rights in the river were let to one, Moxon, for £14 for the 1934 season. Watkins having omitted the river from the valuation list, the rating authority proposed to the appellant committee that the river should be brought into the assessment. The committee confirmed the proposal and ordered particulars of the river to be inserted in the list. Watkins appealed to Quarter Sessions. It was contended on his behalf, *inter alia*, (1) that the river bed was agricultural land, and, therefore, exempt from rateability by reason of s. 67 (1) of the Local Government Act, 1929; (2) that the hereditament was not kept mainly for sport or recreation. For the appellant committee it was contended, *inter alia*, (1) that "land covered with water" had been recognised as a separate rateable hereditament by Parliament in the Public Health Act, 1875, and the Rating and Valuation Act, 1925, Sched. II, and that it must be treated as such here; (2) that the hereditament was not agricultural land within the meaning of s. 2 (2) of the Rating and Valuation (Apportionment) Act, 1928, and was therefore, not exempt from rating under the 1929 Act; (3) that the right of fishing was severed and the value of the hereditament was rightly assessed as enhanced by the value of the fishing rights under s. 6 of the Rating Act, 1874. Quarter Sessions having found as a fact that the predominant user of the river bed was agricultural, and being of opinion that the hereditament was

agricultural land and therefore subject to de-rating, discharged the assessment. The Assessment Committee appealed.

LORD HEWART, C.J., said that the definition in the Rating and Valuation (Apportionment) Act, 1928, of the expression "agricultural hereditament" applied notwithstanding the more comprehensive provisions of the Local Government Act, 1929. By s. 2 (1) of the 1928 Act, "agricultural hereditament" meant "any hereditament being agricultural land or agricultural buildings." By s. 2 (2) "agricultural land" meant "any land used as arable meadow or pasture ground only . . ." The justices had evidently come to the conclusion that this land was part and parcel of the farm and that the use of fishing to which it was put was so entirely subsidiary to the use of the land as agricultural land that the part must be taken as comprised in the whole and could not properly be separated from it. It seemed to him (his lordship) to make no real difference that Watkins had, instead of fishing the water himself, orally let the right of fishing to another person in consideration of an annual payment. The justices were entitled to reach the conclusions they had reached, and the appeal must be dismissed.

COUNSEL: *Comyns Carr*, K.C., and *Erskine Simes*, for the appellant committee; *J. F. Bourke*, for the respondent.

SOLICITORS: *Whitelock & Storr*, for *Moore & Symonds*, Hereford; *E. & J. Mote*, for *T. P. H. Watkins*, Pontypool.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Corfield *v.* Dolby.

Lord Hewart, C.J., Goddard and Singleton, JJ.
17th December, 1935.

BETTING AND LOTTERIES—SWEEPSTAKE—SEVERAL TICKETS OWNED BY SYNDICATE—TICKETS HELD BY TREASURER—WEEKLY PAYMENTS TO TREASURER BY MEMBERS—ORIGINAL PURCHASER OF TICKETS REIMBURSED BY TREASURER—"POSSESSION FOR . . . SALE OR DISTRIBUTION"—WHETHER OFFENCE COMMITTED—BETTING AND LOTTERIES ACT, 1934 (24 & 25 Geo. V, c. 58), s. 22 (1).

Appeal by case stated from a decision of justices.

An information was preferred against the appellant, Corfield, for that he had unlawfully in his possession for the purpose of sale or distribution forty-eight tickets in the Irish Free State Hospitals Sweepstake on the 1935 Derby, contrary to s. 22 (1) of the Betting and Lotteries Act, 1934. At the hearing of the information, the following facts were proved or admitted: In May, 1935, a police-officer took possession from Corfield of forty-eight 10s. tickets in the sweepstake. Corfield had previously received the tickets from one, Robertshaw, on behalf of himself and twenty other men, including Robertshaw, all the men together forming a syndicate. Each of the men set aside 2s. a week in payment of the tickets, Corfield collecting the money and holding it and the tickets as custodian and treasurer on behalf of the syndicate. Robertshaw had bought the tickets as agent of the syndicate from one, Petch, to whom he had paid their full price. Corfield subsequently reimbursed Robertshaw by paying him the moneys he collected from members of the syndicate. All the tickets were held on behalf of all the members, and any prize won was to be divided equally. For the appellant it was contended that (i) the tickets were, and would have continued to be, in his possession as custodian on behalf of the syndicate; (ii) the tickets were not in his possession for the purpose of sale or distribution. For the respondent it was contended that Corfield had the tickets in his possession for sale or distribution, and in any event for the purpose of distribution. The justices held that the weekly collection from the members and the payment of the proceeds to Robertshaw were in effect a sale of the tickets and that Corfield was accordingly guilty, and they convicted him and fined him 10s.

LORD HEWART, C.J., said that, in his opinion, the justices had come to a wrong conclusion in point of law. There was no evidence that any of the tickets were in the possession of the appellant for the purpose of distribution. No distribution was desired. The tickets were to be held as a whole on behalf of all the members of the syndicate. Nor was there, in his opinion, any evidence of a sale by the appellant. There was a purchase by Robertshaw from Petch, but purchase was not hit by s. 22 of the Betting and Lotteries Act, 1934, *eo nomine*. It was impossible to say that it was contemplated that the appellant should sell any of the tickets or any interest in any ticket to the other members of the syndicate. Legally, the members were co-partners in the purchase of the tickets. There was no intention that one should sell tickets or fractions of tickets to other members. The appellant was to hold them as custodian and agent for all. Although there had been a purchase on behalf of the members, it was never in contemplation that there should be a sub-sale *inter se*. If all had gone together to buy a block of forty-eight tickets, it would not have been suggested that they were selling the tickets to each other. Here there had been a domestic arrangement by which the same result was produced, and it could not reasonably be suggested that what was contemplated was a sale by the members *inter se*.

COUNSEL: *P. E. Sandlands*, K.C., and *John Neal*, for the appellant; *Walker Carter*, for the respondent.

SOLICITORS: *Joynson-Hicks & Co.*, agents for *R. A. C. Symes & Co.*, Scunthorpe; *Bird & Bird*, agents for *Sergeant and Collins*, Scunthorpe.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Musson *v.* Moxley.

Horridge, J. 20th January, 1936.

PRINCIPAL AND AGENT—COMMISSION—OFFER ACCEPTED BY VENDOR SUBJECT TO CONTRACT—REFUSAL BY VENDOR TO COMPLETE CONTRACT—AGENT'S RIGHT TO COMMISSION.

The defendant, the owner of certain property, agreed verbally with the plaintiff, an estate agent, that the latter should endeavour to sell the property, receiving commission on the usual scale. In July, 1935, the plaintiff communicated to the defendant an offer which he had received for the property. The defendant accepted the offer subject to the signing of a contract and to the payment of a deposit within ten days. In fact, no deposit was paid within that time, and on the 30th July the defendant wrote to the plaintiff refusing the offer for the property. The plaintiff accordingly brought this action in respect of the commission he had lost.

HORRIDGE, J., said that the plaintiff, having failed to find a purchaser ready and willing to buy the property and pay a deposit in ten days, had accordingly failed to perform his part of his agreement with the defendant, who had, as he (his lordship) found, never waived the condition and was therefore entitled to judgment. If he (his lordship) were wrong in his finding, the plaintiff would, in his opinion, be entitled to succeed. A similar point had arisen in *Raymond* v. *Wooten* (1931), 47 T.L.R. 606, where the Divisional Court had held that, the offer and acceptance between purchaser and vendor being "subject to contract," the plaintiff agent was not entitled to recover. That decision had, however, been expressly disapproved in *George Trollope & Sons* v. *Martyn Brothers* [1934] 2 K.B. 437, which had decided that the words "subject to contract" left matters open as between vendor and purchaser and did not affect an agent's right to commission. (See also *Keppel* v. *Wheeler* [1927] 1 K.B. 577, and the words of Bankes, L.J., at p. 586.) There must, however, as stated, be judgment for the defendant on the facts of the present case.

COUNSEL: *Harold Lightman*, for the plaintiff; *H. H. Maddocks*, for the defendant.

SOLICITORS: *Frederick W. Brown; Collyer-Bristow & Co.*, agents for *Bird & Lovibond*, Uxbridge.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law].

Probate, Divorce and Admiralty Division.

Daglish *v.* Daglish.

Langton, J. 16th December, 1935.

DIVORCE—DECREE *nisi* ON WIFE'S PETITION FOR DISSOLUTION—MOTION TO CONVERT INTO JUDICIAL SEPARATION—RESCISSION OF DECREE *nisi*—DECREE OF JUDICIAL SEPARATION.

On this motion the wife petitioner, who had obtained a decree *nisi* of dissolution, applied to amend her petition by substituting a prayer for judicial separation, for rescission of the decree *nisi*, and for a decree of judicial separation. In 1933 the petitioner presented a petition for judicial separation on the ground of desertion, which was denied by the respondent. In 1934 the petition was amended by charging adultery and substituting a prayer for dissolution. There was no defence to the petition, as amended, and in July, 1935, the petitioner was granted a decree *nisi*. As a result of proceedings in the Chancery Division in 1931 property had been settled on the respondent for his life, and thereafter on the issue of his marriage with the petitioner and on issue by any future wife. There were two children of the marriage, a son aged eighteen years and a daughter aged seventeen years. Notice of motion had been given to the respondent, who did not appear, and to the King's Proctor, who had intimated that he did not oppose the motion. Counsel, in moving the court, stated that the petitioner's purpose was to prevent the possibility of there being any children by an after-taken wife whom the respondent might marry after a divorce to share in the settled property to the detriment of the children of the present marriage. He submitted that it was well established that the greater remedy of dissolution included the lesser one of judicial separation, if the party aggrieved chose to ask for the latter. He referred to *Parsons* v. *Parsons* [1907] P. 331, and to *Rutherford* v. *Richardson* [1923] A.C. 1.

LANGTON, J., in acceding to the motion, gave leave to amend, rescinded the decree *nisi*, and pronounced a decree of judicial separation.

COUNSEL: *F. L. C. Hodson*, for the petitioner.

SOLICITORS: *Wrentmore & Son.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

Parliamentary News.

Progress of Bills.

House of Lords.

Bedwellty Urban District Council Bill.
Read Second Time. [12th February.

Birmingham Corporation Bill.
Read Second Time. [12th February.

Bognor Regis Urban District Council Bill.
Read Second Time. [12th February.

Brighton Corporation Bill.
Read Second Time. [12th February.

Cornwall Electric Power Bill.
Read First Time. [6th February.

Dover Corporation Bill.
Read Second Time. [12th February.

Epsom and Walton Downs Regulation Bill.
Read Second Time. [12th February.

Fishguard and Goodwick Urban District Council Bill.
Read Second Time. [12th February.

Foundling Hospital Bill.
Read First Time. [6th February.

Gravesend and Milton Waterworks Bill.
Read First Time. [6th February.

Great Grimsby Water Bill.
Read First Time. [6th February.

Great Orme Tramways Bill.
Read First Time. [6th February.

Hornchurch Urban District Council Bill.
Read Second Time. [12th February.

Huddersfield Corporation (Trolley Vehicles) Bill.
Read Second Time. [12th February.

Ilfracombe Urban District Council Bill.
Read First Time. [6th February.

Imperial Continental Gas Association Bill.
Read First Time. [6th February.

Kingston-upon-Hull Corporation Bill.
Read Second Time. [12th February.

Lee Conservancy Catchment Board Bill.
Read Second Time. [12th February.

London County Council (General Powers) Bill.
Read Second Time. [12th February.

Manchester Corporation Bill.
Read Second Time. [12th February.

Manchester Ship Canal Bill.
Read First Time. [6th February.

Mortlake Crematorium Bill.
Read Second Time. [12th February.

North Metropolitan Electric Power Supply Bill.
Read First Time. [6th February.

North West Kent Joint Water Bill.
Read Second Time. [12th February.

Nottinghamshire and Derbyshire Traction Bill.
Read First Time. [6th February.

Post Office (Sites) Bill.
Read First Time. [11th February.

Rhymney Valley Sewerage Board Bill.
Read Second Time. [12th February.

Rickmansworth and Uxbridge Valley Water Bill.
Read First Time. [6th February.

Rochester Corporation Bill.
Read Second Time. [12th February.

Royal National Pension Fund for Nurses Bill.
Read First Time. [6th February.

South Metropolitan Gas Bill.
Read First Time. [6th February.

South Staffordshire Water Bill.
Read Second Time. [12th February.

South Suburban Gas Bill.
Read First Time. [6th February.

Swansea and District Transport Bill.
Read First Time. [6th February.

Swansea Corporation Bill.
Read Second Time. [12th February.

Tring Gas Bill.
Read First Time. [6th February.

Unemployment Assistance (Temporary Provisions) (Extension) Bill.
In Committee. [12th February.
Voluntary Hospitals (Paying Patients) Bill.
Amendments reported. [11th February.
Winchester Corporation Bill.
Read Second Time. [12th February.
Wrexham and East Denbighshire Water Bill.
Read First Time. [6th February.

House of Commons.

Axbridge Rural District Council Bill.
Read Second Time. [11th February.
Barnsley Extension Bill.
Read Second Time. [11th February.
Betting (No. 1) Bill.
Read First Time. [7th February.
Betting (No. 2) Bill.
Read First Time. [7th February.
Brentford and Chiswick Corporation Bill.
Read Second Time. [11th February.
Brighton Marine Palace and Pier Bill.
Read Second Time. [11th February.
Building Materials (Charges and Supply) Bill.
Read First Time. [7th February.
Cheltenham and Gloucester Joint Water Board, etc., Bill.
Read Second Time. [11th February.
Cleethorpes Trolley Vehicles Bill.
Read Second Time. [11th February.
Colne Valley and Northwood Electricity Bill.
Read Second Time. [11th February.
County Courts Bill.
Read First Time. [7th February.
Coventry Corporation Bill.
Read First Time. [6th February.
Dalton-in-Furness Urban District Council Bill.
Read Second Time. [11th February.
Dewsbury and Heckmondwike Waterworks Board Bill.
Read Second Time. [11th February.
Electricity Supply (Meters) Bill.
Read First Time. [7th February.
Employers' Liability Bill.
Read First Time. [7th February.
Exportation of Horses Bill.
Read First Time. [7th February.
Gas Light and Coke Company (No. 1) Bill.
Read Second Time. [11th February.
Gas Light and Coke Company (No. 2) Bill.
Read Second Time. [11th February.
Great Western Railway (Additional Powers) Bill.
Read First Time. [6th February.
Great Western Railway (Ealing and Shepherd's Bush Railway Extension) Bill.
Read Second Time. [11th February.
Hereford Corporation Bill.
Read Second Time. [12th February.
Inheritance (Family Provisions) (No. 1) Bill.
Read First Time. [7th February.
Inheritance (Family Provisions) (No. 2) Bill.
Read First Time. [7th February.
Licensing (Amendment) Bill.
Read First Time. [7th February.
Llanelly District Traction Bill.
Read Second Time. [11th February.
Local Authorities (Enabling) Bill.
Read First Time. [7th February.
London and Middlesex (Improvements, etc.) Bill.
Read First Time. [6th February.
London and North Eastern Railway (General Powers) Bill.
Read First Time. [6th February.
London and North Eastern Railway (London Transport) Bill.
Read Second Time. [11th February.
London Midland and Scottish Railway Bill.
Read First Time. [6th February.
London Passenger Transport Board Bill.
Read First Time. [6th February.
London Rating (Unoccupied Hereditaments) Bill.
Read First Time. [6th February.
Marriage Bill.
Read First Time. [7th February.
Medicines and Surgical Appliances (Advertisement) Bill.
Read First Time. [7th February.
Mersey Docks and Harbour Board Bill.
Read First Time. [6th February.
Merton and Morden Urban District Council Bill.
Read Second Time. [11th February.
Ministry of Defence (Creation) Bill.
Read First Time. [7th February.
Ministry of Health Provisional Order (Bury and District Joint Hospital District) Bill.
Read Second Time. [12th February.
Ministry of Health Provisional Order (Chester and Derby) Bill.
Read Second Time. [12th February.
Ministry of Health Provisional Order (North East Lindsey Joint Hospital District) Bill.
Read Second Time. [12th February.
Ministry of Health Provisional Order (South Staffordshire Joint Small-pox Hospital District) Bill.
Read Second Time. [12th February.
North Wales Electric Power Bill.
Read Second Time. [11th February.
Offices Regulation Bill.
Read First Time. [7th February.
Pilotage Authorities (Limitation of Liability) Bill.
Read First Time. [7th February.
Public Health (Coal Mine Refuse) Bill.
Read First Time. [10th February.
Public Refreshment Bill.
Read First Time. [7th February.
Religious Prosecutions (Abolition) Bill.
Read First Time. [12th February.
Representation of the People Acts (Amendment) Bill.
Read First Time. [7th February.
Representation of the People Bill.
Read First Time. [7th February.
Retail Meat Dealers (Sunday Closing) Bill.
Read First Time. [7th February.
Road Traffic Act (1934) Amendment Bill.
Read First Time. [7th February.
Road Traffic (Amendment) Bill.
Read First Time. [7th February.
Road Traffic (Driving Licences) Bill.
Read First Time. [7th February.
Severn Bridge Bill.
Read Second Time. [11th February.
Shops Acts (Amendment) Bill.
Read First Time. [7th February.
Shops (Sunday Trading Restriction) Bill.
Read First Time. [7th February.
Solihull Urban District Council Bill.
Read Second Time. [11th February.
South East Cornwall Water Board Bill.
Read Second Time. [11th February.
South Essex Waterworks Bill.
Read Second Time. [11th February.
Southern Railway Bill.
Read Second Time. [11th February.
Stalybridge, Hyde, Mossley and Dukinfield Transport and Electricity Board Bill.
Read Second Time. [11th February.
Sugar Industry (Reorganisation) Bill.
Read Second Time. [10th February.
Surrey County Council Bill.
Read First Time. [6th February.
Thornton Cleveleys Improvement Bill.
Read First Time. [6th February.
Uckfield Water Bill.
Read Second Time. [11th February.
Unemployment Insurance (Agriculture) Bill.
Read Second Time. [6th February.
Valuation of Agricultural Dwelling-houses Bill.
Read First Time. [7th February.
Warkworth Harbour Bill.
Read Second Time. [11th February.
Wolverhampton Corporation Bill.
Read First Time. [6th February.
Workmen's Compensation Bill.
Read First Time. [7th February.
York Gas Bill.
Read First Time. [6th February.

Questions to Ministers.

CONTEMPT OF COURT.

Lieut.-Colonel Sir ARNOLD WILSON asked the Attorney-General how many persons have been punished by fine, imprisonment, or payment of costs each year for the past ten years for contempt of court; and whether the Government will consider including such figures annually in future civil, judicial, or criminal statistics?

THE ATTORNEY-GENERAL: There are no available statistics. I will bring my hon. and gallant Friend's suggestion to the attention of my noble Friend the Lord Chancellor. [6th February.

MONEY PAYMENTS (JUSTICES PROCEDURE) ACT.

Mr. WEST RUSSELL asked the Home Secretary whether he will introduce legislation to amend the Money Payments (Justices Procedure) Act, 1935, by repealing certain words in s. 12 of the Criminal Justice Administration Act, 1914, so as to enable courts of summary jurisdiction, when examining defaulters under s. 1, sub-s. (3), of the Money Payments Act, in effect to remit in proper cases the balance, or even the whole, of the fine previously imposed?

Sir J. SIMON: The section to which my hon. Friend refers empowers a court of summary jurisdiction in lieu of passing a sentence of imprisonment to order detention within the precincts of the court or at any police station until an hour not later than eight in the evening on the day on which the offender is convicted. I understand the suggestion to be that this provision should be amended so as to enable a court to order such detention not only on the day of conviction but on a subsequent date if after an inquiry as to the means of an offender who has failed to pay a fine, this course seems appropriate. This suggestion will be borne in mind when an opportunity for legislation arises. [10th February.

INTERNATIONAL COPYRIGHT.

Mr. NAYLOR asked the Secretary of State for Foreign Affairs whether the British representatives at the forthcoming conference on international copyright will press for the revision of that part of the American copyright law which makes it a condition of copyright in the United States that the publication must be composed in the States or, alternatively, to obtain recognition for an amendment of the British Copyright Act to the same effect as affecting British copyright?

Mr. EDEN: As the United States of America do not belong to the International Union for the Protection of Literary and Artistic Works, amendment of United States copyright legislation could not properly be the subject of discussion at the meeting of the union in September next. As regards the second part of the question, I would inform the hon. Member that Art. VI (2) of the Rome Copyright Convention allows countries belonging to the union to take, under certain conditions, retaliatory measures against the works of nationals of countries outside the union.

Mr. NAYLOR: May I ask the right hon. Gentleman whether he is sufficiently interested in the question to approach the United States direct on this matter?

Mr. EDEN: There is a Bill at the moment before the Congress in the United States, and I think that perhaps we had better await the fate of that Bill. [10th February.

MAGISTRATES' COURTS.

Mr. R. C. MORRISON asked the Home Secretary whether the Government are considering the advisability of setting up a Royal Commission on magistrates' courts?

Mr. LLOYD: There is at present a Departmental Committee inquiring into one aspect of the work of the magistrates' courts—namely the matrimonial work and the social services of these courts. This committee is expected to report at an early date and as soon as their report is received, my right hon. Friend will be in a position to consider whether inquiry into other aspects of the work of these courts is desirable and what the form and scope of such inquiry should be. [10th February.

Societies.

The Hardwicke Society.

A meeting of the Society was held on Friday, 7th February, at 8.15 p.m., in the Middle Temple Common Room, the President, Mr. T. H. Mayers, in the chair. Mr. Edward Terrell moved: "That this house is of the opinion that in the interests of justice, trial by jury is essential." Mr. G. Granville Sharp opposed. There also spoke Miss Dorothy K. Dix, Mr. Jackson Wolfe, Mr. Yahuda, Mr. A. A. Baden Fuller, Mr. Simon Nissim, Mr. A. Newman Hall (ex-President), Mr. McNabb, Mr. Walter Stewart, Mr. Petrie (Hon. Treasurer). The Hon. Mover having replied, the house divided, and the motion was carried by two votes.

The Union Society of London.

A meeting of the Society was held at the Middle Temple Common Room on Wednesday, the 12th February, at 8.15 p.m., the President (Mr. J. P. Winckworth) being in the chair. Mr. Craig proposed the motion "That this House would welcome the abandonment of the collective system and a return to 'Power Politics.'" The Hon. Secretary (Mr. Dobson) opposed, and Mr. Hurle Hobbs, the Vice-President (Mr. Lewis), Mr. Buckland, Mr. Picarda, Capt. Ellershaw, Mr. Moses, Mr. Orme, Mr. Fedrick and Mr. Fraser also spoke. Mr. Craig having replied, upon division the motion was lost by three votes.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room on Monday, the 10th February, at 7.45 p.m. Mr. H. H. West proposed the motion "That this House would welcome the introduction of the metric system of weights and measures into the United Kingdom." Mr. G. B. Burke opposed. Miss Colwill, Messrs. Bull, Hill, Kent, Lawton, S. A. Redfern, S. E. Redfern, Smith (visitor), and Wood-Smith also spoke. After Mr. West had replied the motion was put to the House and carried by one vote. There were eleven members and three visitors present.

Legal Notes and News.

Honours and Appointments.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to approve the appointment of Mr. THOMAS GRAHAM ROBERTSON, K.C., to be one of the Senators of His Majesty's College of Justice in Scotland, in place of the Hon. Lord Hunter, resigned. Mr. Robertson was called to the Scottish Bar in 1906 and took silk in 1922.

The King has been pleased to approve, on the recommendation of the Lord Chancellor, the names of the following gentlemen for appointment to the rank of King's Counsel: NOEL MIDDLETON, KENNETH RAYDON SWAN, FRANCIS EDMOND BRAY, GEORGE RIVERS BLANCO WHITE, HENRY PERCY GLOVER, HENRY ST. JOHN FIELD, RICHARD FREDERICK HAYWARD, M.C., TRISTRAM DE LA POER BERESFORD, THOMAS WALTER COLBY CARTHEW, HAROLD LAWSON MURPHY, JOHN PERCY EDDY, HUGH IMBERT PERIAM HALLETT, M.C., CONNE ST. CLAIR PILCHER, M.C., The Hon. CYRIL ASQUITH, TREVOR MORGAN, M.C., and HENRY WYNN PARRY.

The King has approved a recommendation of the Home Secretary that Mr. F. J. TUCKER, K.C., be appointed Recorder of Southampton, to succeed Mr. F. P. M. Schiller, K.C., who has been appointed Recorder of Bristol. Mr. Tucker was called to the Bar by the Inner Temple in 1914 and took silk in 1933.

It is announced by the Colonial Office that His Majesty the King has been pleased to approve the appointment of Mr. O. C. K. CORRIE, M.C., Senior Puisne Judge, Palestine, to be Chief Justice of Fiji and Chief Judicial Commissioner for the Western Pacific, in succession to Captain Sir Maxwell Maxwell-Anderson, C.B.E., R.N. (Retd.), who has retired from the public service.

The India Office announces that the King has been pleased to approve the appointment of Mr. JAMES CARLYLE STODART, I.C.S., as a Puisne Judge of the High Court of Judicature at Madras, in the vacancy created by the retirement on 24th July next of Mr. Justice Curgenven.

Mr. J. E. RICHARDS, solicitor, who has been Deputy Town Clerk of Nottingham since 1923, and previously Assistant Solicitor to the Corporation, has been appointed to succeed Sir William Board as Town Clerk of Nottingham as from the 12th May next. Mr Richards was admitted a solicitor in 1908.

Mr. ALAN M. SMITH, Deputy Town Clerk of Woolwich, has been appointed Deputy Town Clerk of Lewisham, in succession to Mr. JOHN DUFF, appointed Town Clerk. Mr. Smith was admitted a solicitor in 1930.

Professional Announcements.

(2s. per line.)

SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Mr. Joseph H. Lane, of Elsie-road, S.E., who had reported the proceedings at Lambeth Police Court for nearly 50 years, died last Sunday.

Members of the London Coroners' Association met at the Union Club, Carlton House Terrace, last Wednesday, to discuss the report of the Departmental Committee on Coroners.

At the annual general meeting of the National Provincial Bank Limited, which was held on 30th January at Southern House, London, E.C.1, it was announced that deposits at the end of the year showed an increase of £5,378,520 over those of the previous year. The profit statement disclosed a profit increase of £21,677. The dividend was being maintained at 15 per cent.

The London Branch of the Incorporated Society of Auctioneers and Landed Property Agents is holding a business luncheon at the Florence Restaurant on Wednesday, 19th February, at 1 p.m. There will be an address by Major Stephen Prince, Under-Sheriff for the City of London, and Master of the Worshipful Company of Parish Clerks, entitled "The City Livery Companies."

The Stock Exchange Committee last Tuesday announced their policy in respect of "introductions" of securities to the Stock Exchange without the issue of a prospectus. In the opinion of the committee it is desirable that all issues, particularly of ordinary shares, should be made by a public issue unless there are reasons from the point of view of the public in favour of a private placing.

When the Essex Assizes concluded on Saturday, 8th February, the Shire Hall at Chelmsford, which has been the scene of many famous trials, was closed for repairs and reconstruction. The work will take nine months to carry out. During this period the Essex Assizes and the Essex Quarter Sessions, as well as the weekly sittings of the Chelmsford Justices, will take place at the Borough Library in Duke Street. The sittings of the Chelmsford County Court will be held at the Cathedral Church Hall.

The Institute of Arbitrators (Incorporated) announces that a practice arbitration will be held on Wednesday, 19th February, at 6 p.m., at Incorporated Accountants' Hall, Victoria Embankment (near Temple Station), W.C.2. The subject is "A dispute between a purchaser and the builder of a house," and is of general interest. The award will be made immediately after the hearing, and it is hoped there will be time for a discussion. Members are reminded that non-members can attend upon notifying the Secretary of their intention.

The Council of the Institute of Journalists, meeting in London last Saturday, says *The Times*, passed a resolution "viewing with the utmost concern the report on coroners with regard to the prohibition of publicity in details of evidence in cases of alleged suicide, and condemning it as being directly inimical to the public interest, and as a direct threat to the freedom of the Press and the interests of working journalists." The council also placed on record its "belief that the proposal, if given statutory effect, would prove impracticable, for reasons apparent to all newspapermen."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT I.	GROUP I. MR. JUSTICE EVE. Witness Part II.	MR. JUSITCE BENNETT. Non-Witness
	Mr.	Mr.	Mr.	Mr.
Feb. 17	Hicks Beach	Ritchie	Ritchie	More
,, 18	Andrews	Blaker	*Andrews	Ritchie
,, 19	Jones	More	More	Andrews
,, 20	Ritchie	Hicks Beach	*Ritchie	More
,, 21	Blaker	Andrews	Andrews	Ritchie
,, 22	More	Jones	More	Andrews

	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
	Mr.	Mr.	Mr.	Mr.
Feb. 17	*Andrews	*Blaker	Jones	*Hicks Beach
,, 18	*More	*Jones	Hicks Beach	Blaker
,, 19	*Ritchie	*Hicks Beach	Blaker	*Jones
,, 20	*Andrews	Blaker	Jones	Hicks Beach
,, 21	More	*Jones	Hicks Beach	*Blaker
,, 22	Ritchie	Hicks Beach	Blaker	Jones

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 20th February, 1936.

	Div. Months.	Middle Price 12 Feb. 1936.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	115	3 9 7	3 0 5
Consols 2½%	JAJO	85½	2 18 6	—
War Loan 3½% 1952 or after ..	JD	106⅝	3 5 9	3 0 2
Funding 4% Loan 1960-90	MN	118½	3 7 6	2 18 3
Funding 3% Loan 1959-69	AO	104	2 17 8	2 15 3
Victory 4% Loan Av. life 23 years ..	MS	117	3 8 5	2 19 4
Conversion 5% Loan 1944-64 ..	MN	121	4 2 8	1 18 8
Conversion 4½% Loan 1940-44 ..	JJ	111¼	4 0 9	2 4 8
Conversion 3½% Loan 1961 or after .	AO	108	3 4 10	3 0 9
Conversion 3% Loan 1948-53 ..	MS	104½	2 17 5	2 11 2
Conversion 2½% Loan 1944-49 ..	AO	102	2 9 0	2 4 3
Local Loans 3% Stock 1912 or after ..	JAJO	96½	3 2 2	—
Bank Stock	AO	377½	3 3 7	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87½	3 2 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96½	3 2 2	—
India 4½% 1950-55	MN	116	3 17 7	3 1 7
India 3½% 1931 or after	JAJO	98	3 11 5	—
India 3% 1948 or after	JAJO	85½	3 10 2	—
Sudan 4½% 1939-73 Av. life 27 years	FA	118½	3 15 11	3 8 9
Sudan 4% 1974 Red. in part after 1950	MN	115½	3 9 3	2 14 7
Tanganyika 4% Guaranteed 1951-71	FA	114	3 10 2	2 16 9
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	110	4 1 10	2 13 5
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	110	3 12 9	3 5 8
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	111xd	3 12 1	3 3 8
*Natal 3% 1929-49	JJ	101	2 19 5	—
*New South Wales 3½% 1930-50 ..	JJ	101	3 9 4	—
*New Zealand 3% 1945	AO	102	2 18 10	2 15 0
†Nigeria 4% 1963	AO	115	3 9 7	3 3 7
*Queensland 3½% 1950-70	JJ	101	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	109	3 4 3	2 16 6
*Victoria 3½% 1929-49	AO	102	3 8 8	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after ..	JJ	97	3 1 10	—
*Croydon 3% 1940-60	AO	101	2 19 5	2 14 0
Essex County 3½% 1952-72	JD	107	3 5 5	2 19 5
Leeds 3% 1927 or after	JJ	96	3 2 6	—
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	107	3 5 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	82xd	3 1 0	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96xd	3 2 6	—
Manchester 3% 1941 or after ..	FA	96	3 2 6	—
*Metropolitan Consd. 2½% 1920-49 ..	MJSD	100xd	2 10 0	2 10 0
Metropolitan Water Board 3% "A" 1963-2003	AO	99	3 0 7	3 0 8
Do. do. 3% "B" 1934-2003 ..	MS	99xd	3 0 7	3 0 8
Do. do. 3% "E" 1953-73 ..	JJ	101	2 19 5	2 18 5
†Middlesex County Council 4% 1952-72	MN	115	3 9 7	2 17 6
† Do. do. 4½% 1950-70	MN	118	3 16 3	2 19 10
Nottingham 3% Irredeemable ..	MN	96	3 2 6	—
Sheffield Corp. 3½% 1968	JJ	106	3 6 0	3 3 11
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture ..	JJ	115½	3 9 3	—
Gt. Western Rly. 4½% Debenture ..	JJ	127½	3 10 7	—
Gt. Western Rly. 5% Debenture ..	JJ	138½	3 12 2	—
Gt. Western Rly. 5% Rent Charge ..	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	134½	3 14 4	—
Gt. Western Rly. 5% Preference ..	MA	121½	4 2 4	—
Southern Rly. 4% Debenture ..	JJ	115	3 9 7	—
†Southern Rly. 4% Red. Deb. 1962-67	JJ	115½	3 9 3	3 2 4
Southern Rly. 5% Guaranteed ..	MA	134½	3 14 4	—
Southern Rly. 5% Preference ..	MA	122½	4 1 8	—

*Not available to Trustees over par. †Not available to Trustees over 115. ‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

in

ock

roxi-
Yield
th
ption

s.	d.
0	5
—	
0	2
8	3
5	3
9	4
8	8
4	8
0	9
1	2
4	3
—	
—	
—	
1	7
—	
—	
8	9
4	7
6	9
3	5
5	8
9	3
3	8
—	
—	
15	0
3	7
8	2
16	6
—	
—	
14	0
19	5
—	
—	
—	
—	
—	
10	0
0	8
0	8
18	5
17	6
19	10
—	
3	11
—	
—	
—	
—	
—	
—	
2	4
—	
—	

er 115-
culated